

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. Contract ID Code Firm-Fixed-Price		Page 1 Of 19	
2. Amendment/Modification No. P00011		3. Effective Date 2004JUN17		4. Requisition/Purchase Req No. SEE SCHEDULE		5. Project No. (If applicable)	
6. Issued By TACOM WARREN BLDG 231 AMSTA-AQ-AHLA GARY WONDERO (586)574-7265 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: WONDEROG@TACOM.ARMY.MIL		Code W56HZV		7. Administered By (If other than Item 6) DCMA HUNTSVILLE BIRMINGHAM GROUP BURGER PHILLIPS CENTER 1910 THIRD AVE. NORTH, RM 201 BIRMINGHAM, AL 35203-2376		Code S0101A	
				SCD A PAS NONE ADP PT HQ0338			
8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) UNITED DEFENSE LP STEEL PRODUCTS DIVISION 2101 W 10TH ST BOX 1030 ANNISTON, AL. 36201-4223 TYPE BUSINESS: Large Business Performing in U.S.				<input type="checkbox"/>		9A. Amendment Of Solicitation No.	
				<input type="checkbox"/>		9B. Dated (See Item 11)	
				<input checked="" type="checkbox"/>		10A. Modification Of Contract/Order No. DAAE07-03-C-M019	
				<input type="checkbox"/>		10B. Dated (See Item 13) 2003MAR31	
Code 0ZKG0		Facility Code					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendments: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. Accounting And Appropriation Data (If required) SEE SECTION G							
13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS							
KIND MOD CODE: C It Modifies The Contract/Order No. As Described In Item 14.							
<input type="checkbox"/>		A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A.			The Changes Set Forth In Item 14 Are Made In		
<input type="checkbox"/>		B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).					
<input checked="" type="checkbox"/>		C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of: Mutual Agreement of the Parties					
<input type="checkbox"/>		D. Other (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return _____ copies to the Issuing Office.							
14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) SEE SECOND PAGE FOR DESCRIPTION							

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. Name And Title Of Signer (Type or print)		16A. Name And Title Of Contracting Officer (Type or print) VITO ZUCCARO ZUCCAROV@TACOM.ARMY.MIL (586)574-7076	
15B. Contractor/Offeror _____ (Signature of person authorized to sign)	15C. Date Signed	16B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)	16C. Date Signed 2004JUN17

NSN 7540-01-152-8070

PREVIOUS EDITIONS UNUSABLE

30-105-02

STANDARD FORM 30 (REV. 10-83)

Prescribed by GSA FAR (48 CFR) 53.243

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SECTION A - SUPPLEMENTAL INFORMATION

DEPARTMENT OF THE ARMY
UNITED STATES ARMY TANK AUTOMOTIVE AND ARMAMENTS COMMAND
WARREN, MI 48397-5000

AMSTA-AQ-AHLA

Ms. Cindy Garrison
United Defense
Limited Partnership
Steel Products Division
P.O. Box 1030
Anniston, AL 36202

Dear Ms. Garrison:

This letter constitutes a contract (Number DAAE07-03-C-M019 Modification P00011) on the terms and conditions set forth herein and signifies the intention of the U.S Army Tank-automotive and Armaments Command to execute a formal firm-fixed price contract modification with you for the supplies and services in the following pages.

You are directed to commence work immediately to provide the supplies and services, as specified in Section B of this letter contract modification.

The price ceiling for the items listed in Section B are as set forth in Section A "CEILING PRICES". The ceiling price is the maximum not-to-exceed price that the Government will negotiated in definitizing this Letter Contract Modification.

Please indicate your acceptance of this contract by signing this Letter Contract Modification and return it to this office.

This contract is entered into pursuant to 10 U.S.C. 2304(c)(1), and any required justification and approval has been executed.

Sincerely

Vito Zuccaro
Contracting Officer

EXECUTED AS OF THE DATE SHOWN BELOW:

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Name of Offeror or Contractor: UNITED DEFENSE LP

1. Contract Totals: P00011

	PRIOR TOTAL	THIS ACTION	REVISED TOTAL
Funded for Firm			
Fixed Price:	\$24,526,944.81	-0-	\$24,526,944.81
Funded for Undefinitized			
Contractual Action:	-0-	\$655,008.85	\$655,008.85
Total Contract			
Amount:	\$24,526,944.81	\$655,008.85	\$25,181,953.66

*This modification P00011 follows Modification PZ0013 for funding purposes.

2. The purpose of this modification is to:

- a. authorize and fund the Contractor to begin the overhaul and conversion of 5 each, M113A2 Vehicles to the M58 Smoke Generator Carrier Reliability Improvement Selected Equipment (RISE) configuration vehicle configuration IAW Section "C" of the contract (CLIN's 0008AA and 0008AB).

b. add clauses 252.217-7027 "CONTRACT DEFINITIZATION", 52.216-23 "EXECUTION AND COMMENCEMENT OF WORK" and 52.216-24 "LIMITATION OF GOVERNMENT LIABILITY".

c. add Section C.3.1.2.1 and C.3.1.2.2.

d. change Section C.3.2 to add the section C.3.1.2.1 and C.3.1.2.2.

e. under Section C.3.2 UDLP will not be providing the ANVVS-2 (night sight), VIS, Hatch Adapter and the NBC equipment, This material will be provided as GFM.

f. Section C.3.1.2.1 and C.3.1.2.2 makes reference to Sections C.16 and C.18. The SOW under C.16 and C.18 ANAD will not do the partial disassembly, ANAD will only do grit blasting, unique M58 machining and provide access to the test track.

g. change the point of contact in Sections C.10.1, C.10.3 and C.10.4 from Ms. Linda Radcliffe to Ms. Karen Spruce.

h. change Section C.6.1 to remove the word "not" in the last sentence.

i. add Section C.14.2 for the M58 paint requirement.

3. As a result of Modification P00011, the Government and the Contractor agree as follows:

- a. Establish a ceiling price in the amount of \$1,310,017.70 for the overhaul and conversion of 5 each M113A2 vehicles to the M58 Smoke Generator Carrier (RISE Configuration) vehicle configuration.

b. That Fifty percent (50%) of the established ceiling price is hereby funded in the amount of \$655,008.85. Total amount funded is \$655,008.85 based on the contractors proposal submitted on 18 May, 2004.

c. The parties agree that the delivery schedule in the contract for the FY04/FY05 5 vehicle requirement (CLIN's 0008AA and 0008AB) is valid for the delivery period that extends through June, 2005 for completion of all 5 vehicles. The schedule contained in Section "B" for the 5 vehicle requirement shall be used in the event that a new schedule is not mutually agreed upon prior to definitization.

d. The ceiling price established for this effort are cited below. The ceiling price is the maximum not-to-exceed price that the Government will negotiate downward in definitization of this contract. Ceiling price is for CLIN'S 0008AA and 0008AB. Limitation of Government Liability is established at Contract Provision H-2.

CLIN	CEILING PRICE	50% of the CEILING PRICE
0008AA (3 each M58 Smoke Generator Carrier)	\$786,010.62	\$393,005.31

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0008AB (2 each M58 Smoke Generator Carrier)	\$524,007.08	\$262,003.54
Total dollar value of ceiling:	\$1,310,017.70	\$655,008.85

- e. Sections A, B, C, H, I and G are modified to incorporate changes reflected in this modification.
 - f. The amount funded for firm fixed price remains unchanged at \$24,526,944.81.
 - g. The amount funded for Undefinitized Change Order is increased by \$655,008.85 from \$0.00 to \$655,008.85.
 - h. The total contract funded amount is increased by \$655,008.84 from \$24,526,944.81 to \$25,181,953.66.
4. Except for the changes as cited in this modification, all other terms and conditions of this Contract remain unchanged and in full force and effect.

*** END OF NARRATIVE A 033 ***

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
0008	NSN: 1040-01-413-8332 FSCM: 81361 PART NR: 31-15-3200 SECURITY CLASS: Unclassified				
0008AA	MAINTENANCE AND OVERHAUL: DELIVERABLE NOUN: M58 VEHICLE CONVERSIONS PRON: 174AHS5817 PRON AMD: 02 ACRN: AG AMS CD: 53106230118 Overhaul and conversion of M113A2 Carriers to the M58 RISE configuration. Conversion and overhaul shall be in accordance with the requirements set forth in Section C of this contract. (End of narrative B001) <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 W91B9440981500 W23AUU J 3 <u>PROJ CD BRK BLK PT</u> 076 <u>DEL REL CD QUANTITY DEL DATE</u> 001 3 30-JUN-2005 FOB POINT: Destination SHIP TO: <u>PARCEL POST ADDRESS</u> (W23AUU) XU W0WR PROV GD USA ABERDEEN US ARMY GARRISON APG RODMAN ROAD BLDG 3556 ABERDEEN PROVING GND MD 21005-5001	3	EA	\$ ** N/A ** NOT TO EXCEED \$	\$ 393,005.31 \$ 786,010.62

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008AB	<div>MAINTENANCE AND OVERHAUL: DELIVERABLE</div> <div>NOUN: M58 VEHICLE CONVERSIONS PRON: W146F95172PRON AMD: 02ACRN: AH AMS CD: 643627E7900 CUSTOMER ORDER NO: MIPR4D17D72334</div> <div>Overhaul and conversion of M113A2 Carriers to the M58 RISE configuration. Conversion and overhaul shall be in accordance with the requirements set forth in Section C of this contract.</div> <div>(End of narrative B001)</div> <div>Packaging and Marking</div> <div>Inspection and Acceptance INSPECTION: OriginACCEPTANCE: Origin</div> <div>Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W56HZV4105D051 W23AUU M 1 PROJ CD BRK BLK PT AAP DEL REL CD QUANTITY DEL DATE 001 2 30-JUN-2005</div> <div>FOB POINT: Destination</div> <div>SHIP TO: PARCEL POST ADDRESS (W23AUU) XU W0WR PROV GD USA ABERDEEN US ARMY GARRISON APG RODMAN ROAD BLDG 3556 ABERDEEN PROVING GND MD 21005-5001</div>	2	EA	\$ ** N/A ** NOT TO EXCEED	\$ 262,003.54 \$ 524,007.08

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT - SECTION C

C.1 Statement of Work (SOW) for material acquisition and labor (inclusive of Engineering Support to Items in Production (ESIP), Field Service Representative (FSR) support, in the performance of overhaul and conversion programs for the M113 Family of Vehicles (FOV).

C.2 United Defense, L.P., Steel Products Division (referred to as the contractor hereafter) and Anniston Army Depot (ANAD) shall jointly overhaul and convert specific variants of the M113 Family of Vehicles (FOV) under a work share arrangement.

C.3 (Firm Fixed Price Effort CY03/04)

C.3.1 (CLIN 0001 - M1068A3 Vehicle is the end item deliverable - On a firm fixed price basis the contractor shall in partnership with Anniston Army Depot (ANAD) overhaul 77 M577A2 vehicles and upgrade the same to the M1068A3 configuration in accordance with C.16 and C.18 to include Engineering Support to Items in Production (ESIP) as defined at C.6 and material acquisition support as defined at C.3.2.

C.3.1.1 (CLIN 0007AA - M1068A3 Vehicle is the end item deliverable - On a firm fixed price basis the contractor shall in partnership with Anniston Army Depot (ANAD) overhaul 51 M577A2 vehicles and upgrade the same to the M1068A3 configuration in accordance with C.16 and C.18 to include Engineering Support to Items in Production (ESIP) as defined at C.6 and material acquisition support as defined at C.3.2.

Added by Modification P00008

C.3.1.2 (CLIN 0007AB - M1068A3 Vehicle is the end item deliverable - On a firm fixed price basis the contractor shall in partnership with Anniston Army Depot (ANAD) overhaul 41 M577A2 vehicles and upgrade the same to the M1068A3 configuration in accordance with C.16 and C.18 to include Engineering Support to Items in Production (ESIP) as defined at C.6 and material acquisition support as defined at C.3.2.

Added by Modification P00008

C.3.1.2.1 (CLIN 0008AA - M58 Smoke Generator Carrier is the end item deliverable - On a firm fixed price basis the contractor shall in partnership with Anniston Army Depot (ANAD) overhaul 3 M113A2 vehicles and upgrade the same to the M58 configuration in accordance with C.16 and C.18 to include Engineering Support to Items in Production (ESIP) as defined at C.6 and material acquisition support as defined at C.3.2.

Added by Modification P00011

C.3.1.2.2 (CLIN 0008AB - M58 Smoke Generator Carrier is the end item deliverable - On a firm fixed price basis the contractor shall in partnership with Anniston Army Depot (ANAD) overhaul 2 M113A2 vehicles and upgrade the same to the M58 configuration in accordance with C.16 and C.18 to include Engineering Support to Items in Production (ESIP) as defined at C.6 and material acquisition support as defined at C.3.2.

Added by Modification P00011

C.3.2 (Applicable to C.3.1, C.3.1.1, C.3.1.2, C.3.1.2.1 and C.3.1.2.2) Material acquisition support is defined as the contractor determining and purchasing the necessary overhaul material (A2 material in need of replacement that is not negated by A3 conversion), replacement material to reinstall SICPS, SINGGARS, VIS, and CECOM material, and upgrade/conversion material that is necessary for the overhaul and conversion of the vehicle. Upgrade material for which the contractor is responsible includes the RISE conversion material, the ANVVS-2, the Hatch Adapter and installation material, the regulator, the 200 amp alternator, the Nuclear, Biological, and Chemical (NBC) equipment and T-150 track installation and conversion material. Material identified in Attachment 006 will be provided as GFM and will not be acquired by the Contractor.

Changed by Modification P00011

C.3.2.1 The contractor shall develop and furnish a bill of material as part of the material acquisition support and will submit with its proposal. The Contractor's proposal shall reflect the use of excess material listed at C.22.

C.4 Contractor shall provide a Warranty as part of the Firm Fixed Price Effort in accordance with C.21. Warranty costs are applicable to all vehicles and are included in the vehicle unit price.

C.5 Overhaul and Conversion Plan. Contractor shall update its current overhaul/conversion plan and receive Government approval of that plan prior to award of this firm fixed price vehicle upgrade effort. Plan shall utilize best industry practices to provide a best value end item to the government that meets the requirements of Section E and the most current Final Inspection Record (FIR).

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C.6 Engineering Support to Items in Production (ESIP)

C.6.1 Contractor shall be responsible for obtaining and verifying all technical data utilized for vehicles being produced by the Contractor and the subsequent use thereof, to insure accuracy, adequacy, and currency of data used, to include all Configuration Control Board (CCB) approved Engineering Change Proposals (ECPs), drawing change notices, notices of revision etc. in effect at time of contract award. Contractor shall be responsible for any technical data errors that impact production, schedule, and/or costs based on its review of technical data. However, the Contractor is to delete the trim vane requirements and is required to plug the track shroud inserts with either the fine or course threaded set screw in compliance with Drawing 12474979.

Changed by Modification P00011

C.6.2 SICPS/CECOM Equipment Installation. The technical data and configuration of the SICPS installation as installed with the CECOM material (to include SINCGARS and VIS equipment) and the NBC equipment has not been finalized at the time of award. However, the Contractor will be installing these items into the upgraded vehicles and the Contractor will use its best efforts to install the items in a manner that will limit the number of configurations for the installation of these items. The Contractor agrees that it will provide input as to the method of installation and that it will follow any directives provided by the Government concerning the installation of the SICPS/CECOM equipment. The SICPS and CECOM equipment to be installed will be provided by the Government and will be the used equipment obtained from M1068 vehicles.

C.7 The contractor shall include the Single Process Initiatives (SPIs) as listed below,

C.7.1 Ground Combat Vehicle Welding Code - Aluminum, 12472301, Revision "0", August 8, 2001.

C.7.2 The application of MIL-Std-130 part markings as required by the Technical Data is hereby waived with the following exceptions: 1. Any spare parts required to be delivered under the contract, 2. Serialized items as required by the TDP, and 3. Hydraulic hoses, tubes, and wiring harnesses (cables, wire assemblies and buses). Items one through three as identified above shall continue to require positive identification. For any parts which, at the option of the contractor, continue to receive part identification, the TDP specified method of marking is provided as reference.

C.8 Overhaul/Conversion Requirements

C.8.1 Facilities: Contractor shall be responsible for the facilities necessary for storage, inspecting, cleaning, handling, machining and testing vehicles and their components. ANAD will provide use of its test track and fording pond to evaluate performance of M113 FOVs during final inspection.

C.8.2 Contractor shall provide all tooling, special tools, fixtures, test equipment and test fixtures required to perform this effort. Contractor shall utilize any right to title tooling paid for under previous requirements and ANAD tooling where practical, to minimize tooling costs on this requirement. SPORT-ICE test sets currently accountable to Contract DAAE07-01-C-M015 as Government Furnished Property (GFE) shall be used for production of vehicles under this contract. Subsequent to award of this requirement, a modification will be written to effect the transfer of any GF tooling or equipment still accountable to previous M113 Overhaul and Upgrade Contracts that is to be used in support of this Contract

C.8.3 Contractor shall receive and provide storage for all M113 FOVs and components from initial acceptance through final shipment for those programs under which the contractor is responsible for final inspection and acceptance processing.

C.9 Subject to Mutual Agreement of the Parties, TACOM may also direct storage of other vehicles and components to the contractor's facility, with such storage at no additional contract cost. Contractor will provide the PCO with a cost estimate prior to incurring any costs related to movement or shipment of these vehicles or components.

C.10 Access to Government Supply System

C.10.1 Access to the DoD supply system is permitted through the PCO and Commodity Business Unit (CBU) office and through the DLA e-mail process. However, the government bears no responsibility for an impact to production resulting from untimely delivery of a part, delivery of the wrong configuration of a part or delivery of a broken part. The CBU will establish a required delivery date of 10 days from the date the contractors check is received for a TACOM managed item or items. The contractor will acknowledge receipt of shipments from the supply system within 2 days of the delivery date (notify Karen Spruce, email address is (sprucek@tacom.army.mil). In the event that the CBU accepts the check payment for a TACOM managed item, but then discovers it cannot deliver, and United Defense is unable to procure the non-delivered item in order to meet production needs (because of vendor lead time), any delay in delivery is deemed excusable. However, United Defense must make a good faith effort to prevent such delay and disruption.

Changed by Modification P00011

C.10.2 The contractor will order all TACOM managed items (see Attachment 001) from the Government supply system before attempting to fill through their local vendor base. If the part is not available, then local purchase authority will be granted to the contractor from

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the CBU office. If an Attachment 001 part is being ordered incrementally, and the part is not available at time of initial request, the contractor is not relieved of its responsibility to query the Government Supply System for availability when a quantity of the same part that appears on Attachment 001 is needed at a later date.

C.10.3 Contractor shall process Quality Deficiency Reports (QDRs) in accordance with CDRL A007 for all defective items ordered through the CBU and received from the Government Supply System and the Government will investigate accordingly to determine if repair, replacement or a refund is warranted. When items are rejected and returned to the supply system, the following information should be provided to the TACOM CBU (Karen Spruce, email address is sprucek@tacom.army.mil: quantities, document numbers, condition codes, reason the part was returned, depot the parts were returned to, and the dates the items were shipped back.

Changed by Modification P00011

C.10.4 At the time of contract award, the contractor shall provide a listing of all required TACOM managed parts in the format set forth below. The listing will be provided to the TACOM CBU (Karen Spruce, email address is spureck@tacom.army.mil). The listing will be updated on a quarterly basis until all material requirements have been satisfied.

Changed by Modification P00011

<u>Item</u>	<u>NSN</u>	<u>Quantity</u>	<u>Unit of Issue</u>	<u>Due to Stock</u>	<u>Description</u>
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C.11 Conferences: The contractor shall participate in quarterly Government/contractor In-Process Reviews (IPRs). Location of IPRs to be determined. The contractor shall propose an agenda for the IPRs 30 days prior to the scheduled date. Status on action items assigned at previous IPR's and status on production and any items impacting successful contract execution shall be discussed at all IPR's.

C.12 Submitted Reports and Data Deliverables:

C.12. 1 The contractor shall prepare data and reports in the scope specified in the applicable Data Item Description (DD Form 1664) to be obtained at website: (http://www.members.home.net/kolacki/dids_index.htm). This data shall be furnished to the government in accordance with the requirements, quantities and schedules set forth in the Contract Data Requirements Listing (CDRL) - (DD Form 1423). See Exhibit "A" for a listing of CDRLs.

C.12.2 The contractor shall be responsible for writing (contractor format) and distribution of the minutes for each quarterly In Process Review (IPR) on this program (CDRL A001).

C.12.3 The contractor shall prepare Production Status Reports monthly in contractor format as agreed to by the Government, to include vehicles presented for DD250 acceptance, contract delivery schedule status, production overview inclusive of any problems, GFM status and a current status of outstanding proposals (CDRL A002).

C.12.4 Government Furnished Material:
Reporting requirement for receipt and consumption of Government Furnished Material. The contractor, upon receipt of government owned assets, will perform an inventory and inspection within 10 working days with one exception. At contractor election, it may choose to inspect Government Furnished Material (GFM) items on a just in time for production basis. However, the Government shall have 30 to 45 days to respond to any technical issues/discrepancies. During this 30 to 45 day period the government shall not be held liable for technical issues discovered having production impact. Contractor shall provide by the 15th day of each month, subsequent to award, notification of receipt for material in the previous month, to include material consumed, in contractor format as agreed to by the Government. The contractor shall consume GFM using a first in first out (FIFO) rotating stock system to the maximum extent practical(CDRL A003).

C.12.5 Report of Shipping (Item) and Packaging Discrepancy. This report will be provided to the Government by the contractor on an as needed basis when GFM is received which does not agree with information on the shipping document. This report will be in the format described in DID DI-MGMT-80503 (CDRL A004).

C.12.6 Request for Waiver/Deviation (RFW/D). If during the life of this contract, the contractor should find it necessary to temporarily depart from a particular performance or design requirement of a specification, drawing or other document for a specific number of units or a specified period of time, the contractor shall seek written authorization from the Government by completing a DD Form 1694 in accordance with Appendix E attached to Data Item Description (DID) DI-CMAN-80640C (CDRLs A005 and A006). Contractor shall identify the weapon system affected on each RFD/W. (The weapon system can be found as a two character code on the Award/Contract cover sheet in the "Issued By" block following WPMN SYS). The contractor shall place this code on the top of the RFW/D form.

Paragraph C.18.8 entitled "FIR Requirement and Logistic Compatibility" defines the circumstances under which submittal of a RFW/D is not required. RFDs or RFWs classified as a minor (not affecting form, fit or function) are to be approved/disapproved by the ACO with a copy furnished to the PCO for contract incorporation purposes. RFDs or RFWs affecting form, fit or function shall be classified as a "major" and shall be processed through and approved/disapproved by the PCO with a copy furnished to the ACO.

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C.12.7 Quality Deficiency Reports (QDRs). See E.14 (CDRL A007) and E.15 (CDRL A008) for direction on submission of QDRs.

C.12.8 Contractor shall complete in Microsoft Word a DA 2408-9 for each vehicle converted. Two copies of this form shall be completed, completion for the most part is self-explanatory unless indicated below. Directions for completing the first copy of the DA 2408-9 are as follows. Complete Blocks 1, 2, 3, 4 (block 4 shall be coded with a "T" - overhaul facility, commercial, not a "7") and 6 through 15. Code Block 17(e) with an "S" - which will show a gain of new equipment in the system - "NSN Re-designation". Blocks 19(a) or 19(b) are to be left blank. This completed form shall become part of the vehicle log book that is shipped with the vehicle. This completed version of the form is to be copy furnished by e-mail to the following addresses: Sharon.gilbert@logsa.army.mil and radclifl@tacom.army.mil .

Directions for completing a second copy of the DA 2408-9 are as follows. Complete Blocks 1, 2, 3, 4 (block 4 will be coded with a "T" - overhaul facility, commercial, not a "7") and 6 through 15. Block 17(e) is to be left blank. Block 17(c) shall be coded with a "1". Block 19(a) shall cite the name and address of the receiving unit the vehicle is shipped to. Block 19(b) shall cite the receiving unit DODAAC provided with the shipping instructions. Block 21 shall be left blank. Again, this completed version of the form shall also be copy furnished to the two e-mail addresses as cited above.

C.12.9 Disposal of Surplus Material to Production:
Contractor shall dispose of all parts or assemblies/subassemblies determined to be surplus to overhaul and conversion as scrap or through Defense Logistics Agency (DLA) plant clearance procedures. All material disposed of shall be in accordance with local, state and Federal Environmental regulations and statutes. The contractor shall prepare a quarterly report of material scrapped, except for hardware, such as, screws, bolts, washers, cotter pins, gaskets, seals, bearings, etc., in accordance with CDRL A009, Scrap Proceeds Report. Scrap material shall be disposed of no less frequently than quarterly, with net funds obtained from the sale of scrap material being used to offset the cost of performance under this contract. Contract modifications to de-obligate the amount of scrap proceeds shall be done quarterly or at the PCO's discretion.

C.13 Communication Requirements

C.13.1 SINCGARS radio installation kit requirements for variants produced under this contract will be equipment provided from M1068 vehicles and will be installed by the Contractor. The Contractor is responsible for replacing the material that may require replacement during the re-installation into the M1068A3 vehicles

C13.2 VIS equipment for variants produced under this contract will be equipment provided from M1068 vehicles and will be installed by the Contractor. The Contractor is responsible for replacing the material that may require replacement during the re-installation into the M1068A3 vehicles

C13.3. Other CECOM equipment for variants produced under this contract will be equipment provided from M1068 vehicles and will be installed by the Contractor. The Contractor is responsible for replacing the material that may require replacement during the re-installation into the M1068A3 vehicles

C.14 Paint and Protective Finishes: The contractor shall apply paint and protective finish as required for vehicle programs in accordance with TDP Drawing #12369000

Note: Hull bottom, inside driver hatch cover, inside commanders cupola hatch cover and other exterior surfaces not identified with camouflage pattern are to be painted IAW drawing #10863397. No paint is required on track assemblies.

*C.14.1 CLIN 0001 M1068A3 vehicles (77 each) shall be painted as follows: Vehicles 1 through 24 will be painted #686A tan, chip 33446, Vehicles 25 through 68 shall be painted three color camouflage used green (color #383, chip #34094) brown (color #383, chip #30051) and black (color #N/A, chip 37030; the last 4 vehicles will be painted tan (color #686A, chip #33446).

The paint colors are as follows:

Color	Color number	Chip number
Green	383	34094
Brown	383	30051
Black	N/A	37030
TAN	686A	33446

*Changed by Modification P00006.

C.14.2 CLIN 0008 M58A3 vehicles (5 each) shall be painted Woodland camouflage.

The paint colors are as follows:

Color	Color number	Chip number
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Name of Offeror or Contractor: UNITED DEFENSE LP

Green	383	34094
Brown	383	30051
Black	N/A	37030

Added by Modificaiton P00011

C.15 QUALITY REQUIREMENTS

C.15.1 Contractor shall provide deliverable end item(s)/vehicle(s) under CLINs 0001 to the Government that meet the requirements of the most current vehicle Final Inspection Record (FIR) in effect at time of contract award. Acceptance of overhaul material and upgrade material purchased to support vehicle production and ANAD vehicle production shall be compliant with the most current drawing requirements in effect at the time of contract award, unless otherwise stipulated by the contract terms, see paragraph C.18.8 entitled, "FIR Requirement and Logistic Compatibility".

C.15.2 Ground Combat Vehicle Welding Code - Aluminum, 12472301, Rev. "0", August 8, 2001.

C.15.3 Inspection System Requirements:
The contractor shall develop and maintain an inspection system acceptable to the government for the supplies and services covered by this contract. The contractor's inspection system shall be equivalent to ANSI/ASQC Q9001 or ISO 9000.

C.16 Contractor Production Efforts: The contractor shall perform the following work related tasks in support of vehicle requirements cited at C.3.1., C.3.1.1, C.3.1.2 and C.3.1.2.1.

Changed by Modification P00011

C.16.1 The Government shall provide the contractor with the necessary number of A2 type classified GFM vehicles that are NOT necessarily identical in all respects due to unequal application of field modifications etc. A2 vehicles may be missing parts or have parts of the wrong configuration for which the contractor has complete responsibility to provide at no additional impact to contract cost with the exception of the parts defined at C.16.2.

If applicable to the TDP for the M1068A3, the contractor shall apply the following ECP/technical changes as listed below:
M113 Applicability:

1. TB 2-80
2. TB 2-4.1
3. TB 2-4.2
4. Fuel tank mounting provisions. On some M113A2 vehicles, there is an access cover which is replaced with Plug, PN 12268800. The access cover could be welded instead of adding the plug.
5. ECP G4022 adds mounting bracket, P/N 12253169.
6. Rectify M113A2 problem that deals with ramp lock rod interference in conjunction with spall liner installation.
7. Tow Cable Supports. Stowage installation shows two supports, PN 10907390 which are welded to the vehicle ramp. The tow cable wraps around these supports. They are already welded on the A2 vehicles and are not part of the mod kit. UDLP had been getting M113A0 vehicles, which have these tow cable supports welded to the vehicle ramp, but were turned 90 degrees. This configuration interferes with the personnel door stop, which is mounted in the same area. On these vehicles, the supports need to be burned off and new supports, PN 10907390 need to be welded on.
8. Headlight guards. The M113A2 vehicles have the headlight guards bolted on to supports welded on the vehicle. For the modification, these supports are taken off the vehicle and an armor plate is attached in that area. The headlight guard is then bolted on the supports already on the armor plate. The Contractor may receive M113A0 vehicles which have these guards welded directly to the vehicles. In these cases, the guards have to be burned off the vehicle and cannot be reused as required in the mod kit.

9. Seats. The seats on the M113A0/A1 vehicles did not have seat cushions. The cushions for the A3 vehicles are connected with the straps which go through the slots in the seats. Some of the seats UDLP may receive do not have all or some of these slots Machining needs to take place to add slots or new seats need to be supplied.

10. Ramp cable system. Old system is three pulley. New system is two pulley. On the M113A3 RRAD was required to make this change. Instructions for this change are part of the MWO. This change is necessary to support the added weight of the armor (if added at a later date) and also prevent interference when adding the external fuel tank and/or armor. On the M577A3 and M1068A3 the 3 pulley system does not need to be changed to the two pulley system. M577A3 stress analysis on the cable with ramp armor indicates that a three pulley system will last 65 years if the ramp is cycled ten (10) times a day, 365 days a year.

C.16.2 Missing components or components of the wrong configuration that are listed below will be obtained from the BAX inventory at ANAD or residual GFM at the contractor's facility. In the event that one of the below components is attached to the vehicle in the proper configuration, and it is later determined that this component is not economically repairable (repair cost exceeds replacement cost), a like component in an economically repairable condition will be supplied. Final determination that a part cited below is NOT economically repairable will require resident QAR concurrence.

<p align="center">CONTINUATION SHEET</p>	<p align="center">Reference No. of Document Being Continued</p> <p align="center">PIIN/SIIN DAAE07-03-C-M019 MOD/AMD P00011</p>	<p align="center">Page 12 of 19</p>
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M577A2. Hatches and doors (includes engine access doors/panels), fan tower assemblies, grille, ramp and door, fuel tanks, and final drives.

C.16.3 Receive incoming A2 configured vehicles. Repair, overhaul, and convert vehicles to meet the FIR requirement of each vehicle under contract as described in section E and meet all other requirements of section E. The Contractor's efforts should include, but are not limited to: unloading and unpacking, disassembly, cleaning and inspection, repair, replacement or reclamation of defective subassemblies, components, and piece parts, reassembly, conversion, lubrication, painting and/or restoration of protective finishes, testing, marking, packaging, and loading for shipment and/or storage. If during the inspection and acceptance testing phase it is discovered the work scope performed by ANAD is in need of rework, the partners (contractor and ANAD) shall make arrangements to effect the rework/repair(s) at no impact to contract price. The contractor shall advise the PCO in a timely manner of any projected impact to the delivery schedule resulting from any rework/repair effort.

C.16.4 The Contractor shall be responsible for draining the vehicles and partially disassembling the vehicles to include removal of A2 parts that will be reused and deliver the vehicles to ANAD.

C.16.5 Contractor is also responsible for:

C.16.5.1 Disassembling the parts listed at C.16.2. (see ANAD Scope of Work cited below) to include trim vane parts which are to be discarded as scrap. Swim requirement has been deleted for all M113 FOV variants. See listing of deleted swim parts (Attachment 005).

C.16.5.2. Stamping the vehicle hull serial number on each of the major components.

C.16.5.3 Removal of paint, repair, and conversion of the major components known as the hull enclosures to include: ramps, personnel door, grille assembly, driver's hatch, commander's hatch and engine access door.

C.16.6 The Contractor shall be responsible for all transportation of the vehicles/ hulls and components to and from ANAD during the production process to include retrieving and transporting vehicles from Lot 190 at ANAD if incoming A2 vehicles are stored at the ANAD DLA facility.

C.17 ANAD Effort --- Subsequent to receipt of vehicles from the contractor, ANAD will perform the following work related tasks.

C.17.1 Induct vehicles into its vehicle disassembly process. ANAD will totally disassemble vehicles and route components to appropriate support shops for repair/overhaul and disposition. Components not required for reuse will be disposed of IAW procedures in place at ANAD.

C.17.2 Component Overhaul: Components of the A2 vehicles that are required for the A3 configuration and are not part of the Contractor's work scope will be overhauled/repared. Any components which require modification to the A3 configuration will be modified during the overhaul/repair process. When complete, components will be in a condition to permit installation/assembly to the vehicle. Cleaning, painting, marking, and stenciling will be performed where necessary, taking into account vehicles will receive a final paint process at a later date. A2 Components requiring Depot Overhaul and/or modification to accommodate the A3 configuration are listed below according to variant applicability. Only the M1068 variant is applicable to this Contract requirement.

Fire Bottles (PN 10946814) (Applicable to M1068A3, M113A3, OSV and M577A3)

C.17.2.1. The ANAD is responsible for the repair, hydrostatic weight check, and recharge of the fire bottles.

C.17.3 Hulls: ANAD shall prepare hulls, protecting bolt threads, and machined surfaces as required and grit blast the hull to remove all paint. The contractor will provide adequate protection for threaded holes it leaves exposed on vehicles delivered to ANAD. ANAD will perform any repair on the hulls, such as weld cracks and/or damaged threads, as long as the repair does not pertain to the conversion requirements. ANAD's scope of work will include hull burn-off and grind, bulkhead patch weld, repair weld and machining of the tie down plates. Conversion will be the contractor's responsibility. ANAD will provide protection for threaded holes it leaves exposed as a result of the disassembly process. ANAD will provide the parts and materials required for repair of the hulls inclusive of inserts, brackets, and abrasive cleaning materials. The configuration returned by ANAD will be the same configuration sent out, unless a change is required by the ANAD portion of the conversion process.

Vehicles received which do not meet the A2 vehicle baseline due to missing ECP's will be the contractor's responsibility.

C.17.4 Tracking/Transportation: The contractor will transport vehicles to ANAD for induction into the depot production process. ANAD will notify the contractor when hulls and components are ready for transport. The contractor will be responsible for transporting hulls and components back (components ready for pickup will be at a centralized location) to its plant and for all costs associated with such transportation.

C.17.5 Schedule: Realizing that late delivery of assets, parts, or components could cause schedule slippage in direct relation to the late delivery of assets, production schedules will be negotiated to a mutually agreeable time frame between the partners. If such slippage occurs all parties will renegotiate a mutually agreeable revised delivery schedule.

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C.18 Contractor Efforts: The contractor shall perform the following work related tasks in support of vehicle requirements cited at C.3.1., C.3.1.1, C.3.1.2 and C.3.1.2.1.

Changed by Modification P00011

C.18.1 Overhaul all A2 configuration parts (excluding the parts listed at C.17.2) inclusive of COEI, as necessary, that are not negated by the conversion or upgrade process. BII (Basic Issue Items) is/are not returned with the vehicle nor overhauled. BII will be provided by the Government at time of fielding. BII will be sent directly to the fielding site; however, on occasion it may be shipped to the contractor's facility where the contractor shall be responsible for overpacking it in the vehicle prior to shipment.

C.18.2 The Government will supply 5.0KW APUs from M1068s at the fielding site. The Contractor will be responsible for installation of these APUs at the fielding site.

C.18.3 Supply new or reconditioned A2 parts that are necessary to: 1. Replace A2 parts that can not be overhauled and 2. Replace A2 missing parts or A2 parts of the wrong configuration on incoming vehicles except for parts listed at C.16.2.

C.18.3.1 Supply new or reconditioned items needed for the re-installation of the SICPS, SINGGARS, and CECOM equipment.

C.18.3.2 Set aside all T-130 track removed from the vehicles. The contractor will package the track using best commercial practices. If additional requirements for shipping and packaging are specified, the contractor will notify the PCO of any cost impact prior to proceeding with the work. Shipment of track will be by GBL (CBU to provide fund cite for shipment). Track will be shipped to Red River Army Depot for overhaul (CBU to provide ship to/mark for addresses).

C.18.4 Return to AKZ stock at ANAD the following "Strip List of Items" that are removed from A2 vehicles and not reused in the A3RISE upgrade:- Road wheel (Steel only) ----- NSN: 2530-01-139-3748
Note: The M113A2 Transmission (TX100-1) --- P/N: 8355951-1 and M113A2 Engine (6V53) --- P/N: 8738127 are removed by Anniston Army Depot. CBU to provide final disposition instructions to ANAD.

TACOM CBU(AMSTA- LC-CLC) reserves the right to add additional items to the above "Strip List of Items" at a later date.

C.18.5 The contractor shall provide vehicle data plates for outgoing A3 vehicles with the contract number, name of manufacturer, cage code of manufacturer, vehicle serial number, USA vehicle registration number, and month and year of manufacturer imprinted on all plates.

C.18.6 The contractor shall receive, over pack, and load BII and COEI into vehicles as required.

C.18.7 The contractor will load and prepare vehicles for shipment to fielding locations, ship vehicles to fielding location, and provide support at the fielding location. It is anticipated that much of the final assembly for the SICPS, CECOM (to include SINGGAR and VIS), NBC equipment and the APU will take place at the fielding location. (See C.20)

C.18.8 FIR Requirement and Logistic Compatibility:
Vehicles converted under this statement of work shall meet that variant's Final Inspection Record (FIR) requirement as listed in Section "E" and shall be logistically compatible/supportable with other vehicles of the same variant already fielded. Any form, fit, or function changes to the conversion technical data package resulting from the contractor's conversion process shall be submitted to TACOM for approval. Any configuration changes must also ensure logistic compatibility through the U.S. Army standard wholesale & retail system established for M113 FOV RISE (A3). Changes not impacting form, fit, or function shall be provided to TACOM through the PCO's office for review purposes only to determine if they should be incorporated into the Conversion Technical Data Package (TDP). Notification of changes shall be on at least a monthly basis and will be in the contractor's format. Use of electronic submission through the PCO is preferred.

C.19 Contractor Performed Cyclic Maintenance

C.19.1 The contractor shall provide cyclic maintenance for vehicles stored longer than 60 days in accordance with the scope of work for this effort as detailed below at C.19.2. If cyclic maintenance is required the contractor shall submit a proposal for equitable adjustment subsequent to receiving authorization to proceed.

C.19.2 Cyclic Inspection Procedures. Beginning with the second month (60 days) following vehicle completion at the Contractors facility, the Contractor shall apply cyclic inspection/maintenance procedures to each stored vehicle. Subsequent inspection/maintenance is required thereafter every Forty-five (45) days

C.19.2.1 The Contractor shall maintain a record of each cyclic inspection performed on each vehicle. Deficiencies discovered during the inspection process will be documented and corrected using form SPD 4049. Deficiencies which are safety related or which may lead to further damage/deterioration of the vehicle shall be corrected immediately. Other deficiencies shall be corrected prior to shipment of the vehicle.

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C.19.2.2 The Contractor shall check the following:

- a. Check for broken seals or open hatches.
- b. Check for missing parts
- c. Check for damage to outside of vehicle.
- d. Clean and touch up rusted areas as required.

C.19.2.3 The Contractor shall check all electrical circuits for function:

- a. Dome Lights
- b. Bilge Pump
- c. Exterior lights
- d. All panel lights
- e. Personnel heater; hi and lo
- f. Horn

C.19.2.4 Vehicle Operation:

- a. Check all fluid levels and replenish as required (including vehicle fuel).
- b. Start engine and APU (if applicable) and run until normal operating temperatures are observed.
- c. Lower and raise ramp.
- d. Drive vehicle for a minimum distance of one (1) mile at a minimum speed of fifteen (15) MPH.
- e. Move the gear selector through all ranges during operation.
- f. Drive vehicle in reverse for a minimum of fifty (50)feet.
- g. Pivot the vehicle through 180 degrees in each direction.
- h. Check for fluid leaks.

C.19.2.5 Upon completion of vehicle operation the Contractor will perform the following:

- a. Re-lube all hinge points using VV-L-800 as required.
- b. Preserve bare metal parts on interior and exterior of vehicle.
- c. Seal all hatches and doors to storage requirements.
- d. Document all deficiencies discovered during cyclic inspection using form SPD 4049.

C.20 (Firm Fixed Price included in vehicle price) Contractor Field Service Representative (FSR) Support

C.20.1 Contractor shall provide CONUS (FSR) for each vehicle fielding. Vehicles are to be fielded to First CAV, FT Hood. The final assembly of the vehicles to include the final assembly (and testing, if applicable) of SICPS items, CECOM equipment (to include SINCGARS/VIS), NBC equipment, and the APU will occur at the fielding site. Final acceptance of the vehicle will occur at the Fielding Site. Contractor Support at the fielding will also include providing technical assistance and other services needed to ensure the vehicles are complete and ready for hand-off to the unit(s). The Contractor is responsible for providing welding and machining equipment at the fielding site, and the Government will provide a facility with appropriate space, power, air and weld gas available for the Contractors use.

C.21 (Firm Fixed Price Effort) Warranty:

For purposes of this Warranty, failure means any condition or characteristic in any supply item or components thereof delivered under the Contract or service furnished by the Contractor which causes the supply item delivered to fail to meet contract requirements.

For warranted failure-free parts, the Contractor shall be responsible for costs associated with providing an operational part except as otherwise provided under the vehicles outside the continental U.S. (OCONUS) warranty. Cost includes correction, repair or replacement of the defective part, transportation and shipping costs of the corrected, repaired or replaced part, and, if applicable, the reasonable cost of disassembly and/or reassembly of larger items when it is necessary to remove the defective part and/or re-install the corrected, repaired or replacement part.

For warranted workmanship, the Contractor shall be responsible for all direct costs associated with correcting the defective workmanship, except as otherwise provided in the OCONUS warranty. Direct Costs associated with workmanship repair include the rework of the defective workmanship, the replacement of parts damaged by the defective workmanship, applicable transportation and shipping costs, and the reasonable cost of disassembly of larger items when it is necessary to remove and reinstall larger items to correct the workmanship defect.

In no event will the warranty liability for parts or workmanship exceed the cost of the end-item.

C.21.1 CONUS Warranty: Notwithstanding inspection and acceptance by the Government of the vehicles produced by the contractor under the Contract or any provision of this Contract concerning the conclusiveness thereof, the contractor shall provide a failure-free warranty for all contractor manufactured/supplied parts (exclusive of Government Furnished Material and parts listed in Attachment 001 that the contractor procured from the DoD Supply system) and a failure free warranty covering the installation of all parts, whether contractor manufactured/procured or Government supplied. The warranty for parts and workmanship will extend for a period of 12 months from the

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date of the DD-250, but is limited to no more than 18 months from the date the vehicle leaves the contractor's facility.

C.21.2 OCONUS Warranty: Notwithstanding inspection and acceptance by the Government of the vehicles delivered by the Contractor under this contract or any provision of this Contract concerning the conclusiveness thereof, the Contractor warrants for vehicles which are located outside the continental United States (OCONUS) that all parts procured and/or manufactured by the Contractor, (exclusive of Government Furnished Material and parts listed in Attachment 001 that the contractor procured from the DoD Supply system) to be failure-free and that the Contractor's installation of such parts as well as installation of GFM parts on A3 vehicles shall be failure-free for a period of twelve (12) months from the date of the DD-250, but is limited to no more than 18 months from the date the vehicle leaves the contractor's facility.

For vehicles located outside the Continental United States (OCONUS), the contractor will provide the same warranty as for the OCONUS vehicles and for the same time frame. However contractor costs associated with the OCONUS warranty for part correction, repair or replacement and workmanship is limited to situations where more than 25% of the vehicles fielded to an OCONUS location experience failure of the same part/assembly due to either workmanship installation or failure of the part supplied by the contractor (exclusive of GFM and parts identified in Attachment 001 and procured through the DoD supply system). In addition, the Government is responsible for providing access to the vehicle(s) in a place and location suitable for the contractor to perform the warranty work. Government access to vehicle(s) is to be provided within a reasonable period of time (not to exceed 90 days) after the warranty issued is discovered.

C.22 To the maximum extent possible, the contractor will identify excess GFM in its proposal for use on vehicle programs (reference section C.3.2). All parties (PM Bradley, the contractor, and ANAD Maintenance) will furnish listings of GFM in its possession and available for use under this contract.

C.22.1 The Government and the Contractor will negotiate an adjustment in the Contract price based upon the negotiated value of the excess contractor furnished material acquired under Contract DAAE07-02-M015 that can be used for the production of the vehicles under this contract. If a follow-on contract (FY04) is awarded, a similar adjustment will be negotiated for excess material purchased under this contract that can be used on the follow-on contract.

*** END OF NARRATIVE C 004 ***

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SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ ITEM MIPR	ACRN	OBLG STAT/ JOB ORD NO			PRIOR AMOUNT	INCREASE/DECREASE AMOUNT		CUMULATIVE AMOUNT
0008AA	174AHS5817 53106230118	AG	2 4DL411	\$		0.00	\$ 393,005.31	\$	393,005.31
0008AB	W146F95172 643627E7900 MIPR4D17D72334	AH	2 4DE611	\$		0.00	\$ 262,003.54	\$	262,003.54
						NET CHANGE	\$ 655,008.85		

SERVICE NAME	NET CHANGE BY ACRN	ACCOUNTING CLASSIFICATION	ACCOUNTING STATION	INCREASE/DECREASE AMOUNT
Army	AG	21 42035000045Y5Y12P53106231K1	S19130 W91A2K	\$ 393,005.31
Army	AH	21 42040000045Y5Y12643627E25FB	S19130	\$ 262,003.54
NET CHANGE				\$ 655,008.85

		PRIOR AMOUNT OF AWARD		INCREASE/DECREASE AMOUNT		CUMULATIVE OBLIG AMT
NET CHANGE FOR AWARD:	\$	24,526,944.81	\$	655,008.85	\$	25,181,953.66

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

Status	Regulatory Cite	Title	Date
H-1 CHANGED	52.216-23	EXECUTION AND COMMENCEMENT OF WORK	APR/1984
The Contractor shall indicate acceptance of this letter contract by signing three copies of the contract and returning them to the Contracting Officer not later than 18 June, 2004. Upon acceptance by both parties, the Contractor shall proceed with performance of the work, including purchase of necessary materials.			
(End of clause)			
H-2 CHANGED	52.216-24	LIMITATION OF GOVERNMENT LIABILITY	APR/1984
(a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding \$655,008.85 dollars.			
(b) The maximum amount for which the Government shall be liable if this contract is terminated is \$655,008.85 dollars.			
(End of clause)			

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SECTION I - CONTRACT CLAUSES

<u>Status</u> <u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1 CHANGED 252.217-7027	CONTRACT DEFINITIZATION	OCT/1998

(a) A firm fixed priced contract modification is contemplated. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract that will include (1) all clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the undefinitized contract action, (2) all clauses required by law on the date of execution of the definitive contract action, and (3) any other mutually agreeable clauses, terms, and conditions. The Contractor agrees to submit a firm fixed price proposal and cost or pricing data supporting its proposal.

(b) The schedule for definitizing this contract action is as follows:

Target Date for Definitization:	30 Sep 04
Submission of Qualified Proposal:	31 Jul 04
Beginning of Negotiations:	15 Aug 04
Completion of Negotiations:	30 Aug 04
Submission of Cost and Pricing Data:	31 Jul 04
Submission of Subcontracting Plan:	31 Jul 04

(c) If agreement on a definitive contract action to supersede this undefinitized contract action is not reached by the target date in paragraph (b) of this clause, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price or fee in accordance with Subpart 15.4 and Part 31 of the FAR, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the Limitation of Government Liability clause.

(1) After the Contracting Officer's determination of price or fee, the contract shall be governed by-

- (i) All clauses required by the FAR on the date of execution of this undefinitized contract action for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph (c);
- (ii) All clauses required by law as of the date of the Contracting Officer's determination; and
- (iii) Any other clauses, terms, and conditions mutually agreed upon.

(2) To the extent consistent with paragraph (c)(1) of this clause, all clauses, terms, and conditions included in this undefinitized contract action shall continue in effect, except those that by their nature apply only to an undefinitized contract action.

(d) The definitive contract resulting from this undefinitized contract action will include a negotiated firm-fixed price in no event to exceed \$1,310,017.70

[End of Clause]

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SECTION J - LIST OF ATTACHMENTS

List of Addenda	Title	Date	Number of Pages	Transmitted By
Attachment 007	BLANK XL SPREADSHEET		001	ELECTRONIC IMAGE

The attached GFM list is not complete. The complete list will be finalized during ALPHA negotiation.